

Know all Men by these Presents

That WE, ROBERT F. COSGROVE and MARJORIE A. COSGROVE, husband and wife, both of Waterville, County of Kennebec, State of Maine

in consideration of One Dollar and other valuable consideration

paid by BRADLEY S. JORDAN and JUDITH C. JORDAN, husband and wife, both of Waterville, County of Kennebec, State of Maine

010563

the receipt whereof we do hereby acknowledge, do hereby give, grant.

bargain, sell and convey unto the said BRADLEY S. JORDAN and JUDITH C. JORDAN

TRANSFER
TAX
PAID

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, a certain lot or parcel of land situated in Waterville, County of Kennebec and State of Maine, and more particularly described as follows:

Commencing at the point of intersection of the westerly boundary of Lantern Lane, so-called, and the southeasterly corner of land herein conveyed and the northeasterly corner of Lot No. 3 of the so-called "Plan of Cosgrove Subdivision" dated February 2, 1987; thence N 60° 42' 30" W a distance of 154.29 feet to a pin; thence continuing in the same direction a distance of 100 feet to a point; thence N 29° 24' 45" E a distance of 150 feet; thence in an easterly direction a distance of 100 feet to a pin; thence in a northerly direction a distance of 25 feet to a pin; thence S 38° 56' 55" E a distance of 136.02 feet to the boundary of the cul-de-sac in Lantern Lane, so-called; thence in a southerly direction following the easterly boundary of the Lantern Lane cul-de-sac, so-called, a distance of 104.05 feet to a point; thence in a southerly direction along the westerly boundary of Lantern Lane, so-called, a distance of 36.64 feet to the point of beginning. Meaning and intending to convey and hereby conveying Lot No. 2 as depicted in "Plan of Cosgrove Subdivision" dated February 2, 1987, and recorded in Kennebec County Registry of Deeds in Plan #E-87035.

Grantees, their heirs and assigns, are hereby granted an easement of ingress and egress over and along a right of way more specifically referred to as Lantern Lane, so-called, as depicted in the "Plan of Cosgrove Subdivision" dated February 2, 1987, as recorded in Plan #E-87035.

Included as part of Lot No. 2 are the exclusive rights, possession and all interest the Grantors have in an area approximately 25' x 100' square located between Lot No. 1 and Lot No. 2, which area immediately abuts the northerly boundary of Lot No. 2. Lot No. 1 shall have the exclusive rights and possession and interest the Grantors have in the area of 75' x 25' square which immediately abuts its southerly boundary and is located between Lots 1 and 2. Reference is hereby made to Plan #E-87035. The Grantors' interest in said area is as a result of a so-called "paper street" being terminated as a result of said development. Grantors are conveying an equal division of their interest in said area to Lot No. 1 and Lot No. 2 with Lot No. 2's area being 100' x 25' and Lot No. 1's area being 75' x 25'.

It is understood and agreed that this conveyance is made and accepted and the realty is hereby granted on and subject to the following covenants, conditions, restrictions and reservations, which covenants, conditions, restrictions and reservations shall apply to and run with the conveyed land; all successive future owners and occupants shall have the right to invoke and enforce the covenants, conditions, restrictions and reservations applicable to this conveyance as the original parties hereto.

1. No building whatever, except a single private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the conveyed premises or any part thereof and such dwelling house permitted on the conveyed premises shall be used as a private residence only. The permitted dwelling house and the necessary outbuildings to be located on the conveyed premises shall be in a style or form or appearance to conform to the aesthetic values of the surrounding area.
2. Said lots shall not be subdivided.
3. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in said subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. There shall be no leasing of said undeveloped land.
5. No horse, cow, hog, goat or similar animals shall be kept or maintained on the premises conveyed. Domestic animals, such as dogs and cats, are excepted herefrom.
6. No sign, billboard or advertising devices of any kind, except those used in any subsequent sale of the property conveyed by the within deed shall be placed or otherwise installed on any lot or building herein.
7. A home office in which clients or patients are seen on an informal basis may be allowed in said subdivision.
8. All parties shall have the right of ingress and egress from a right of way as depicted in the "Plan of Cosgrove Subdivision" dated February 2, 1987, as recorded in Kennebec County Registry of Deeds at Plan No. E-87035. Said right of way shall be used in common with other members of the public.
9. All of the lots shall have on display a lantern of appropriate aesthetic value to depict that it is part of Lantern Lane.
10. Grantees shall not construct a building, erect a fence, or plant trees which will obstruct the Grantors' view of the Miller Library on the Colby College campus.
11. The minimum house value will be in the Ninety Thousand Dollar (\$90,000.00) range, excluding land value.
12. Grantees will commence construction of a home on said lot within eighteen (18) months from purchase of said lot.
13. Grantees shall give Grantors the right to buy back said lot in the event the Grantees fail to commence construction within the eighteen-month period. The purchase price will be the amount paid by the Grantees plus 6% interest.

Reference is made to a Personal Representative's Deed to Robert F. Cosgrove dated September 29, 1986, and recorded in Kennebec County Registry of Deeds at Book 3031, Page 251.

Reference is hereby made to a warranty deed from Julian A. Radziewicz and Marie F. Radziewicz to Robert F. Cosgrove and Marjorie A. Cosgrove dated October 10, 1986, and recorded in the Kennebec County Registry of Deeds in Book 3065, Page 332.

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